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Attorneys for Plaintiff  
 GENERAL INSURANCE COMPANY OF  
 AMERICA

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

GENERAL INSURANCE COMPANY  
 OF AMERICA,

Plaintiff,

v.

NAHAI INSURANCE SERVICES,  
 INC.,

Defendant.

Case No. 2:23-cv-00749-WLH (PDx)

**STIPULATED PROTECTIVE  
 ORDER**

**I. PURPOSES AND LIMITATIONS**

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth

1 in Section XIII(C), below, that this Stipulated Protective Order does not entitle  
2 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
3 procedures that must be followed and the standards that will be applied when a  
4 party seeks permission from the Court to file material under seal.

## 5 **II. GOOD CAUSE STATEMENT**

6 A. This action is likely to involve trade secrets, customer and pricing lists  
7 and other valuable research, development, commercial, financial, technical and/or  
8 proprietary information for which special protection from public disclosure and  
9 from use for any purpose other than prosecution of this action is warranted. Such  
10 confidential and proprietary materials and information consist of, among other  
11 things, confidential business or financial information, information regarding  
12 confidential business practices, or other confidential research, development, or  
13 commercial information (including information implicating privacy rights of third  
14 parties), information otherwise generally unavailable to the public, or which may be  
15 privileged or otherwise protected from disclosure under state or federal statutes,  
16 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
17 information, to facilitate the prompt resolution of disputes over confidentiality of  
18 discovery materials, to adequately protect information the parties are entitled to  
19 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
20 of such material in preparation for and in the conduct of trial, to address their  
21 handling at the end of the litigation, and serve the ends of justice, a protective order  
22 for such information is justified in this matter. It is the intent of the parties that  
23 information will not be designated as confidential for tactical reasons and that  
24 nothing be so designated without a good faith belief that it has been maintained in a  
25 confidential, non-public manner, and there is good cause why it should not be part  
26 of the public record of this case.

## 27 **III. DEFINITIONS**

28

1           A.    Action: This pending federal law suit, entitled *General Insurance*  
 2    *Company of America v. Nahai Insurance Services, Inc.*, United States District Court  
 3    for the Central District of California, Case No. 2:23-cv-00749-WLH (PDx).

4           B.    Challenging Party: A Party or Non-Party that challenges the  
 5    designation of information or items under this Order.

6           C.    "CONFIDENTIAL" Information or Items: Information (regardless of  
 7    how it is generated, stored or maintained) or tangible things that qualify for  
 8    protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
 9    the Good Cause Statement.

10          D.    Counsel: Outside Counsel of Record and House Counsel (as well as  
 11   their support staff).

12          E.    Designating Party: A Party or Non-Party that designates information  
 13   or items that it produces in disclosures or in responses to discovery as  
 14   "CONFIDENTIAL."

15          F.    Disclosure or Discovery Material: All items or information, regardless  
 16   of the medium or manner in which it is generated, stored, or maintained (including,  
 17   among other things, testimony, transcripts, and tangible things), that are produced  
 18   or generated in disclosures or responses to discovery in this matter.

19          G.    Expert: A person with specialized knowledge or experience in a  
 20   matter pertinent to the litigation who has been retained by a Party or its counsel to  
 21   serve as an expert witness or as a consultant in this Action.

22          H.    House Counsel: Attorneys who are employees of a party to this  
 23   Action. House Counsel does not include Outside Counsel of Record or any other  
 24   outside counsel.

25          I.    Non-Party: Any natural person, partnership, corporation, association,  
 26   or other legal entity not named as a Party to this action.

27          J.    Outside Counsel of Record: Attorneys who are not employees of a  
 28   party to this Action but are retained to represent or advise a party to this Action and

1 have appeared in this Action on behalf of that party or are affiliated with a law firm  
 2 which has appeared on behalf of that party, and includes support staff.

3 K. Party: Any party to this Action, including all of its officers, directors,  
 4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
 5 support staffs).

6 L. Producing Party: A Party or Non-Party that produces Disclosure or  
 7 Discovery Material in this Action.

8 M. Professional Vendors: Persons or entities that provide litigation  
 9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
 10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
 11 and their employees and subcontractors.

12 N. Protected Material: Any Disclosure or Discovery Material that is  
 13 designated as “CONFIDENTIAL.”

14 O. Receiving Party: A Party that receives Disclosure or Discovery  
 15 Material from a Producing Party.

#### 16 **IV. SCOPE**

17 A. The protections conferred by this Stipulation and Order cover not only  
 18 Protected Material (as defined above), but also (1) any information copied or  
 19 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
 20 compilations of Protected Material; and (3) any testimony, conversations, or  
 21 presentations by Parties or their Counsel that might reveal Protected Material.

22 B. Any use of Protected Material at trial shall be governed by the orders  
 23 of the trial judge. This Order does not govern the use of Protected Material at trial.

#### 24 **V. DURATION**

25 A. Even after final disposition of this litigation, the confidentiality  
 26 obligations imposed by this Order shall remain in effect until a Designating Party  
 27 agrees otherwise in writing or a court order otherwise directs. Final disposition  
 28 shall be deemed to be the later of (1) dismissal of all claims and defenses in this



1 Action, with or without prejudice; and (2) final judgment herein after the  
2 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
3 this Action, including the time limits for filing any motions or applications for  
4 extension of time pursuant to applicable law.

## 5 **VI. DESIGNATING PROTECTED MATERIAL**

### 6 A. Exercise of Restraint and Care in Designating Material for Protection

7 1. Each Party or Non-Party that designates information or items for  
8 protection under this Order must take care to limit any such designation to specific  
9 material that qualifies under the appropriate standards. The Designating Party must  
10 designate for protection only those parts of material, documents, items, or oral or  
11 written communications that qualify so that other portions of the material,  
12 documents, items, or communications for which protection is not warranted are not  
13 swept unjustifiably within the ambit of this Order.

14 2. Mass, indiscriminate, or routinized designations are prohibited.  
15 Designations that are shown to be clearly unjustified or that have been made for an  
16 improper purpose (e.g., to unnecessarily encumber the case development process or  
17 to impose unnecessary expenses and burdens on other parties) may expose the  
18 Designating Party to sanctions.

19 3. If it comes to a Designating Party's attention that information or  
20 items that it designated for protection do not qualify for protection, that Designating  
21 Party must promptly notify all other Parties that it is withdrawing the inapplicable  
22 designation.

### 23 B. Manner and Timing of Designations

24 1. Except as otherwise provided in this Order (*see, e.g.*, Section  
25 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery  
26 Material that qualifies for protection under this Order must be clearly so designated  
27 before the material is disclosed or produced.  
28

1                   2.     Designation in conformity with this Order requires the  
2 following:

3                   a.     For information in documentary form (e.g., paper or electronic  
4 documents, but excluding transcripts of depositions or other pretrial or trial  
5 proceedings), that the Producing Party affix at a minimum, the legend  
6 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page  
7 that contains protected material. If only a portion or portions of the material  
8 on a page qualifies for protection, the Producing Party also must clearly  
9 identify the protected portion(s) (e.g., by making appropriate markings in the  
10 margins).

11                   b.     A Party or Non-Party that makes original documents available  
12 for inspection need not designate them for protection until after the  
13 inspecting Party has indicated which documents it would like copied and  
14 produced. During the inspection and before the designation, all of the  
15 material made available for inspection shall be deemed “CONFIDENTIAL.”  
16 After the inspecting Party has identified the documents it wants copied and  
17 produced, the Producing Party must determine which documents, or portions  
18 thereof, qualify for protection under this Order. Then, before producing the  
19 specified documents, the Producing Party must affix the “CONFIDENTIAL  
20 legend” to each page that contains Protected Material. If only a portion or  
21 portions of the material on a page qualifies for protection, the Producing  
22 Party also must clearly identify the protected portion(s) (e.g., by making  
23 appropriate markings in the margins).

24                   c.     For testimony given in depositions, that the Designating Party  
25 identify the Disclosure or Discovery Material on the record, before the close  
26 of the deposition all protected testimony.

27                   d.     For information produced in form other than document and for  
28 any other tangible items, that the Producing Party affix in a prominent place

on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

**VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

**VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

B. Disclosure of “CONFIDENTIAL” Information or Items

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

a. The Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

d. The Court and its personnel;

e. Court reporters and their staff;

f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto;



g. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

h. During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound;” and (ii) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

j. Any defending insurers and/or reinsurers and their authorized employees, agents and representatives, including but not limited to claim handlers, claim adjusters, and third party adjusters.

## **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall  
 2 include a copy of this Stipulated Protective Order; and

3 3. Cooperate with respect to all reasonable procedures sought to be  
 4 pursued by the Designating Party whose Protected Material may be affected.

5 B. If the Designating Party timely seeks a protective order, the Party  
 6 served with the subpoena or court order shall not produce any information  
 7 designated in this action as “CONFIDENTIAL” before a determination by the  
 8 Court from which the subpoena or order issued, unless the Party has obtained the  
 9 Designating Party’s permission. The Designating Party shall bear the burden and  
 10 expense of seeking protection in that court of its confidential material and nothing  
 11 in these provisions should be construed as authorizing or encouraging a Receiving  
 12 Party in this Action to disobey a lawful directive from another court.

13 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
 14 **PRODUCED IN THIS LITIGATION**

15 A. The terms of this Order are applicable to information produced by a  
 16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
 17 produced by Non-Parties in connection with this litigation is protected by the  
 18 remedies and relief provided by this Order. Nothing in these provisions should be  
 19 construed as prohibiting a Non-Party from seeking additional protections.

20 B. In the event that a Party is required, by a valid discovery request, to  
 21 produce a Non-Party’s confidential information in its possession, and the Party is  
 22 subject to an agreement with the Non-Party not to produce the Non-Party’s  
 23 confidential information, then the Party shall:

24 1. Promptly notify in writing the Requesting Party and the Non-  
 25 Party that some or all of the information requested is subject to a confidentiality  
 26 agreement with a Non-Party;  
 27  
 28

2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

A. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

#### **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal

Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

### **XIII. MISCELLANEOUS**

#### **A. Right to Further Relief**

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

#### **B. Right to Assert Other Objections**

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

#### **C. Filing Protected Material**

1. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

### **XIV. FINAL DISPOSITION**

A. After the final disposition of this Action, as defined in Section V, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such



material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

B. Any violation of this Order may be punished by any and all legally appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED.**

Dated: August 2, 2023

LITCHFIELD CAVO LLP

By: /s/Francesca Cheng

G. DAVID RUBIN  
 FRANCESCA B. CHENG  
 Attorneys for Defendant  
 Nahai Insurance Services, Inc.

1 Dated: July 31, 2023

ROPERS MAJESKI PC

2  
3 By: /s/ *Norman Lau*

4 BLAKE J. RUSSUM  
5 NORMAN LAU  
6 TARIQ I. BOULAD  
7 Attorneys for Plaintiff  
8 General Insurance Company of  
9 America

10 **ORDER**

11 In consideration of the Parties' stipulation, and for good cause appearing, IT  
12 IS HEREBY ORDERED that the Stipulated Protective Order is **GRANTED**.

13 DATED: August 16, 2023

14  
15 *Patricia Donahue*

16 Hon. Patricia Donahue  
17 United States Magistrate Judge  
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## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, Francesca B. Cheng [print or type full name], of Services, Inc.

Date: 8.2.2023

City and State where sworn and signed: Los Angeles, CA

Printed Name: Francesca Cheng

Signature: /s/Francesca Cheng